

POWERS KIRN, LLC  
By: Jill Manuel-Coughlin, Esquire  
ID# 63252  
8 Neshaminy Interplex, Suite 215  
Trevose, PA 19053  
Telephone: 215-942-2090  
Attorney for Movant/ 19-0637

---

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

---

<p>IN RE: Kenneth Eric Brumberger <div style="text-align: right;">Debtor</div><hr/>Wells Fargo Bank, N.A., as Successor by Merger to Wachovia Bank, N.A. <div style="text-align: right;">Movant</div><p style="text-align: center;">v.</p>Kenneth Eric Brumberger and Lynn E. Feldman, Esquire <div style="text-align: right;">Respondents</div></p>	<p>Chapter 7 Proceeding  16-18943 AMC</p>
--	---

---

**CONDITIONAL RELIEF ORDER WITH REGARD TO  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

On 7/26/2019, Wells Fargo Bank, N.A., as Successor by Merger to Wachovia Bank, N.A. (“Movant”) filed a Motion for Relief from the Automatic Stay (“Motion for Relief”), Docket #121. A Response was filed by the Debtor 8/8/2019 at Docket# 123. The Parties have agreed to conditional relief from the Automatic Stay to allow Debtor cure the payment issues, in the form of an Affidavit of Default procedure, Therefore,

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2019, it is hereby ORDERED, ADJUDGED and DECREED that:

1. The Automatic Stay as provided by Section 362(d)(4) of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. Debtor is current due for the 11/20/2018 through 8/20/2019 contractual mortgage payments totaling **\$18,131.53**.
3. Commencing with the 9/20/2019 payment, the Debtor shall resume and shall continue to make all regular monthly post-petition payments when they are due in accordance with the terms of the Note & Mortgage.
4. Debtor has requested a three-month repay period to bring the mortgage account current. Beginning 10/31/2019 and continuing monthly through 12/31/2019; in addition to the regular monthly payment; Debtor shall pay to Movant the additional sum of **\$6,043.85** per month (parties agree that the remaining \$.02 from the final stip payment will be placed in debtor suspense to credit the overage). These “additional payments” shall be due on the last day of each month and additional payments shall be applied towards the arrears shown in paragraph 2 above.
5. All post-petition payments from Debtor(s) to Movant shall be sent to Wells Fargo Home Equity, PO Box 14529, Des Moines, IA 50306-3529.

6. Should Debtor fail to make any payments as required in the preceding paragraphs, the Automatic Stay provided by 11 U.S.C. §362(d)(4) shall be terminated in favor of Movant with respect to the Debtor's property located at 1136 E. Tower Lane, Narberth, PA 19072.
7. For the duration of this bankruptcy case, in the event that debtor fails to make any subsequent payments to Movant, then the Stay of this Order shall be Vacated granting Movant Relief from the Automatic Stay and waiving FED. R. Bankr. P. 3002.1 and Rule 4001 (a)(3) so that the Relief is immediately effective and enforceable upon the filing of an Affidavit of Default by the Movant, without further hearing or without entry of an additional Order. Such Affidavit of Default shall contain a statement of the default as supported by the records of the Movant.

**Date: September 16, 2019**



---

United States Bankruptcy Judge  
Ashely M. Chan